



RFQ No. DACW67-02-Q-0029

**US Army Corps
of Engineers®**
Seattle District

AMENDMENT 0001

Project: PESTICIDE APPLICATION

Location: CHIEF JOSEPH DAM, BRIDGEPORT, WASHINGTON

**SERVICE SOLICITATION
AND SPECIFICATIONS**

Closing Date: 4 MARCH 2002
Closing Time: 3:00PM LOCAL TIME

REMARKS: Quotes may be faxed to (206) 764-6817, Attention: Susan Newby, or mailed to US Army, Corps of Engineers, Seattle District, Attention: Susan Newby, P.O. Box 3755, Seattle, WA 98124-3755.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="text-align: center;">1 8</div>	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 27-Feb-2002		4. REQUISITION/PURCHASE REQ. NO. W68MD9-2024-1398		5. PROJECT NO.(If applicable)	
6. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT P.O. BOX 3755 SEATTLE WA 98124-3755		CODE DACW67		7. ADMINISTERED BY (If other than item 6) <div style="text-align: center;">See Item 6</div>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. DACW67-02-Q-0029	
				X		9B. DATED (SEE ITEM 11) 31-Jan-2002	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A.THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B.THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C.THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D.OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE ATTACHED CONTINUATION SHEET POC: SUSAN NEWBY (206) 764-6780							
<small>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</small>							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 27-Feb-2002	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

- a. The purpose of this amendment is to add the Scope of Work (SOW) to the Solicitation.
- b. The Offer Due Date/Time remains unchanged at 14 March 2002, 1:00PM Local Time.
- c. The Terms and Conditions remains unchanged.
- d. There are no other changes as a result of this amendment.

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

PART I--GENERAL REQUIREMENTS

1. SCOPE. The work consists of furnishing all labor, materials, and equipment, and performing all work required in applying pesticides at Chief Joseph Dam Project near Bridgeport, Washington. The purpose of pesticide application is for weed control. Part II (Performance Requirements) of this Contract contains a general physical description of the areas to be treated and the specific performance criteria. The onsite point of contact with the Corps for this Contract will be the designated Contracting Officer's Representative (COR) at Chief Joseph Dam Project. Technical advice and performance inspections may be conducted by the COR and/or the Contracting Officer's Technical Representative (COTR).

2. PESTICIDE APPLICATIONS. Only Federal or State registered products shall be used to control weeds in the designated areas. Only EPA general use pesticides may be used unless a written justification is provided by the Contractor to the COR detailing the reasons that a restricted use pesticide is necessary and the specific areas the restricted use pesticide will be used. All pesticides used must be approved by the COR prior to use. The Contractor shall request permission for use of any pesticide (s) at least two weeks prior to the anticipated use. All use of the pesticides shall be in accordance with the current registration, label direction, required re-entry periods, or other directives regulating their use (Washington Department of Agriculture, OSHA, etc.). The Contractor shall be responsible for complying with all training (Federal, State, and local), operational requirements, and licensing requirements as may be pertinent to and required for the commercial application of pesticides.

3. WEATHER CONDITIONS. Label directions and/or warnings relative to temperature or other weather conditions shall be closely adhered to. In addition, spraying applications shall not be performed in or near designated public use areas, or other inhabited areas when wind speed is above 10 miles per hour, or gusting. The Contractor shall be responsible for reapplication of pesticides, at Contractor expense, in areas where rainfall occurs within 6 hours of application thereby reducing the effectiveness of the pesticide. Liability for any weather-related negative effects on Contractor performance in areas treated shall be borne by the Contractor. The COR maintains weather records for Chief Joseph Dam Project taken from an official onsite weather station. The Contractor may review these records upon request.

4. EQUIPMENT. All equipment, tools, and machines to be used in performance of the work shall be in proper working condition and shall be suitable for use with the pesticide to be applied. All equipment and operations shall adhere to the safety requirements as outlined in "U.S. Army Corps of Engineers Safety and Health Requirements Manual", EM 385-1-1. Particular emphasis shall be placed on the use of hard hats, safety boots, tractor protective equipment (i.e. seat belts, etc.) and personal protective equipment. The Contractor must have access to application equipment of suitable size to perform the work required. Past Contractors have utilized a boom or fan type sprayer suitable for treatment of large acreage and high-quality backpack type sprayers for application of pesticides in areas where wheeled equipment is not permitted.

5. CONTRACTOR QUALITY CONTROL.

a. In order to assure that the required services are performed in a professional manner, the Contractor shall designate, in writing, a responsible individual who may serve as a contact for matters involving quality and/or performance or non-performance of the required work in the absence of the Contractor. The designation shall include the name(s), address(es), and telephone number(s) of the responsible individual(s). Contractor personnel shall have a minimum of two years experience applying pesticides for treatment of undesirable weed species. The COR reserves the right to disapprove any individual whom he considers to be incompetent to perform the work required. Such disapprovals will be given to the Contractor by written notice, and the Contracting Officer's decision shall be final.

b. The Contractor or contact person shall inspect for compliance with contract requirements and record the inspections of all operations including, but not limited to, the following:

1. Proper mixture rate of pesticide solution.
2. Proper disposal of empty pesticide containers.
3. Proper cleaning of application equipment.
4. Compliance with all cautions and warnings specified by the pesticide manufacturers.

c. The Contractor shall exercise extreme care at all times to protect desirable, non-targeted species from damage by the required chemical application. Liability associated with non-targeted species damage resulting from Contractor activities (such as non-adherence to the pesticide label, improper application rates, and application in adverse weather conditions, off-road travel, etc.) shall be borne by the Contractor. The Contractor shall be responsible and shall monetarily compensate the Government for all damaged or killed non-target plants. Compensation rates and rationale are provided in Appendix 1. Compensation shall normally occur by means of deductions from payment requests.

d. The designated contact person or the Contractor must be onsite during all pesticide applications to insure quality control.

e. All Contractor personnel shall be fully clothed at all times while performing services under this contract. "Fully clothed" shall mean that a shirt, long pants, and shoes shall be worn at all times. This requirement shall not be construed to replace or eliminate the necessity for the wearing of appropriate protective clothing or devices as may be required for the application of various chemicals. Clothing shall be clean and neat in appearance. Identification of the contractor personnel by company or personal name clearly visible on shirt or hat is required during application operations.

f. Tact, diplomacy, and courtesy shall be exercised at all times during contact with the public. All reports of unprofessional Contractor behavior will be investigated by the COR.

g. Equipment breakdown shall not relieve the Contractor of the responsibility of performing the work as specified. The Contractor shall assure that he has, or can obtain on short notice, sufficient backup equipment to continue the services as specified without interruption in the event of mechanical failure of the primary equipment.

6. MSDS. The Contractor shall be required to submit a Material Safety Data Sheet (MSDS) for each pesticide being applied to the COR before work begins. All contract employees handling or applying the pesticide shall be required to read and understand the MSDS prior to the use of the pesticide and comply with all safety precautions listed thereon. The Contractor shall have ready access to a copy of the MSDS at the time of pesticide application.

7. HAZARD ANALYSIS. The Contractor shall submit a Job Hazard Analysis on all phases of the work to be performed prior to any field performance. The Job Hazard Analysis must cover all operations to be performed during the contract period. This plan shall include: principle steps for mixing and applying the herbicide; potential hazards to applicator and others; and recommended safety controls.

8. CONTACT FOR SERVICES AND MEETINGS. The Contractor shall maintain a telephone number and means of contact during normal business hours, Monday through Friday. The contact may be a person or answering machine. Once the Corps has notified this contact, the Contractor shall be considered officially notified when called for services. Unless specified otherwise within Part II, the Contractor shall have seven (7) working days from the date of notification in which to complete the requested pesticide application. This contact number may also be used to schedule meetings between the COR/COTR and the Contractor.

9. REPORTING REQUIREMENTS. After any application of pesticide, a Washington State Department of Agriculture application report must be submitted to the COR or representative within five (5) working days. The report shall contain:

- a. Number of hours expended in applying pesticide.
- b. Description of the area treated, including size and physical characteristics.
- c. Date of application.
- d. Type of pesticide used and quantity and concentration of mixture (active ingredient).
- e. Wind direction and velocity.
- f. Purpose of the treatment.
- g. Special precautions taken by applicator to prevent drift and environmental contamination.
- h. Special precautions taken to insure personal safety of applicator.

10. LOST ARTICLES. To assist the visiting public in reclaiming lost articles, all property left by visitors and found during work on this contract shall be turned in to the Project Recreation and Natural Resource Office.

11. SUBCONTRACTING. No subcontracting of the required services will be permitted unless prior approval is obtained from the COR.

12. PAYMENT FOR SERVICES RENDERED. The Contractor shall meet with the COR at Chief Joseph Dam Project Office on a regular basis (every 4-6 weeks) during the contracting period to review the past month's work performance. At the discretion of the COR the monthly discussions can occur by phone after the initial meeting. The Contractor shall submit a copy of the invoice for the past month's work prior to this meeting or bring a copy of the invoice to the meeting so agreement may be reached on work performed. Failure to appear for such a meeting will result in withholding payment. In the event that the COR believes non-target damage and/or kill may have occurred as a result of Contractor activities or the Contractor has not achieved the specified performance standards, payment will be withheld for work performed in these areas until adequate performance standards are achieved. If the specified performance standards are not met after two "callbacks" for an area, no payment will be made to the Contractor for that area. Units of nonpayment will be in one-half acres or one-half hours.

Only those work items satisfactorily completed during the month shall appear on the invoice (i.e. actual work performed to the standards required). Items discussed as "deficient" shall not be listed on the invoice. After the review meeting, original invoices shall be submitted for payment to:

The submitted invoice shall include the following:

- a. Invoice date.
- b. Name of Contractor.
- c. Contract number, contract line item, quantity, contract unit of measure and unit price, and extended total.
- d. Name and address to which payment is to be sent (must be same as that in the contract).

Payments will be made only for actual services completed. Separate payments will not be made for time spent in planning, mobilizing, or performing administrative work.

PART II--PERFORMANCE REQUIREMENTS

The following sections describe the various areas and work requirements where pesticide application shall be required. The Contractor is responsible for determining the type of pesticide to use, the application rate, the specific timing of the application, and the method of application of the pesticide. The Corps will provide access to suitable water at Chief Joseph Dam for the required pesticide applications. Weeds include, but are not limited to, thistle species, knapweed species, Russian thistle, mullein, puncturevine, hoary cress, and toadflax. Some areas will require total vegetation control.

1. General Areas

General pesticide application areas include all Project lands located within 45 miles of Chief Joseph Dam except the lawns and road shoulders which are covered separately below. All but one of the general areas to be treated are within 10 miles of the dam. The majority of the general area is in native shrub vegetation or established range grass. Within the general areas are various types of planted and native vegetation. The Contractor shall take extreme care not to damage or kill this vegetation; any damage or kill will result in deductions of payment as discussed in Appendix 1. General weed treatment shall be divided into two separate line items dependent on method of treatment. The Contractor shall be required to use a backpack-type or hose-type treatment method in specified areas where no vehicles are permitted due to potential damage to existing native vegetation. The total number of actual acres to be treated using this treatment method will be a minimum of 20 acres with a maximum of 35 acres. Areas not restricted to backpack or hose treatment may be treated using sprayers with high floatation, non-compacting type tires. The total number of actual acres to be treated using this treatment method will be a minimum of 15 acres and a maximum of 35 acres. Areas of special concern adjacent to treatment areas include a fish hatchery, the Columbia River, Foster Creek, several public use areas, and various work sites all of which will be shown to the Contractor prior to the initiation of work. Up to 25 percent of the general weed control shall be for total vegetation control (i.e. trails, gravel parking lots, around bases of signs/sprinklers, etc.)

The Contractor will be provided with copies of aerial photographs outlining the various areas to be treated. The photos will show the acreage and the weed species to be treated. Any additional treatment areas will be added to these photos as the treatment season progresses. The Contractor should note that both cool season and warm season weeds shall be treated which will require multiple trips to the Project to perform the required work.

The COR or COTR will inspect the treated areas two and four weeks after each pesticide application. Within the treated area, no more than five living noxious weeds per 100 foot square area (10,000 square feet) shall be remaining. If the area does not meet the established criteria, the area shall be retreated by the Contractor within five working days, or as soon as acceptable pesticide application weather occurs. The retreatment shall be at Contractor expense. Payment will not be made to the Contractor until the acceptable standard of performance is achieved. If the Contractor does not meet the required treatment standard for an area after two callbacks, no payment will be made for that area.

2. Lawns

The Contractor shall be responsible for broadleaf weed control in approximately 1.6 acres of established lawns located at up to 10 areas located within two miles of Chief Joseph Dam Project. The Contractor shall be required to control the weeds on an "as-called" per hour basis. Two and four weeks after pesticide application the treated areas shall be inspected by the COR and/or COTR. No more than 5 living broadleaf weeds per fifty foot square area (2500 square feet) will be remaining. Areas that do not meet the established standards shall be treated by the Contractor within five working days or as soon as acceptable herbicide application weather occurs. The retreatment shall be at Contractor expense. The grass areas to be treated contain many trees and shrubs including Austrian pine, honeylocust, Russian

olive, American plum, Mugho pine, etc. The Contractor shall be responsible for any damage or kill to the planted trees species according to the compensation schedule in Appendix 1. The Contractor shall also be responsible for any damage to the desirable grass stands or the existing irrigation sprinklers resulting from the application of pesticides. This includes mechanical damage and chemical damage. The Government will be compensated for damage or kill to the desirable grass at a rate of \$ 1.00 per square foot of grass damaged and \$ 4.00 per square foot of grass killed.

3. Road Shoulders/Graveled Areas/Curbsides/Pavement Cracks/Trails

The Contractor shall be responsible for total vegetation control on approximately 15 acres of road shoulders, graveled areas (i.e. parking lots, etc.), pavement cracks, trails, and curbsides located in the immediate vicinity of Chief Joseph Dam Project. The controlled road shoulder shall range from two to ten feet wide and may involve treatment on both sides and under guard rails. Road shoulders, graveled areas, pavement cracks, and gaps between curbing and pavement shall be treated on a per acre basis. The Contractor will be provided with an aerial photograph detailing the areas to be treated. The area shall be treated initially using a long lasting residual herbicide. The initial treatment shall occur early in the spring so the treated areas remain weed-free for spring, summer, and fall. Approximately four weeks after pesticide application the COR and/or COTR will inspect the treated areas. No more than five living plants per 400 feet of treated road shoulder, pavement crack, or curbside gap, or five living plants per 100 foot square graveled area or trail (10,000 square feet) shall be remaining. If the area does not meet the established criteria, the deficient areas will be retreated by the Contractor within five working days, or as soon as acceptable herbicide application weather occurs. The retreatment will be at Contractor expense. The areas will also be inspected by the COR/COTR throughout the spring, summer, and fall. If at any time during this period the area does not meet the above stated standards, the Contractor shall retreat the area at Contractor expense. Any treatment area where the plants are allowed to grow more than six inches from the point where the Contractor was given the notice to apply treatment will not receive payment. The Contractor shall exercise extreme caution to prevent any off-target damage or kill to adjacent vegetation outside of the treatment areas. The Contractor shall be responsible for any damage or kill to non-target vegetation according to the compensation schedule in Appendix 1. On this line item only, half of the total amount owed the Contractor for services will be paid after the initial acceptable treatment and the remaining half, minus deductions, will be paid at the end of the growing season (31 October).

4. Weather Suspension of Work Days

The Contractor will be compensated if they report to the work site and are unable to accomplish a minimum of four hours of treatment work due to adverse weather at the site. There will be a maximum of four "weather caused suspension of work" days within a field season.

APPENDIX 1Compensation Rates For Non-Target Damage and Kill.

For the purposes of this Contract, damage is defined as a loss of greater than 20 percent of the new growth on an individual non-conifer plant or needle/leaf twisting on at least 20 percent of a conifer. Kill is defined as a loss of 50 percent or more of the new growth on an individual non-conifer plant or needle/leaf twisting on at least 50 percent on a conifer. Damage and/or kill will be assessed by the COR and COTR at intervals of one month, two months, and up to six to ten months after application of pesticides.

Damaged native shrub species such as bitterbrush, sagebrush, and rabbitbrush will be valued at \$5.00 each. Killed native shrubs will be valued at \$10.00 each.

Damaged trees such as Austrian pine, honey locust, green ash, and other trees will be valued at \$5.00 per foot of height. Killed trees will be valued at \$10.00 per foot of height.

Damaged landscaping shrubs such as burning bush will be valued at \$10.00 each. Killed landscaping shrubs will be valued at \$20.00 each.

Damaged planted nonlawn grasses will be compensated at a rate of \$100 per acre.